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## **ARTICLE I - RECOGNITION**

The Cumberland County College Board of Trustees, hereinafter referred to as the College or Board, hereby recognizes the Management Team Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1, et seq., for all full-time professional and paraprofessional personnel in pay levels 8-14 presently employed by the College during the term of this contract, excluding the following *confidential* titles:

Technical Specialist, Payroll/Pensions  
HR Supervisor  
HR Specialist  
Administrative Assistant, President's Office  
Administrative Assistant to Vice President, Finance & Administration  
Administrative Assistant to Vice President, Academic Affairs & Enrollment Serv.

## **ARTICLE II - NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over an Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin no later than December 1 of the calendar year preceding the calendar year in which the Agreement expires. Any agreement so negotiated shall apply to all persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or titles, salaries, and years of service of every person covered by this Agreement, and such other data and information as required by law to be made public.
- C. As soon as the College budget is approved by the Board of School Estimate, a copy of the budget shall be forwarded to the President of the Management Team Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counter-proposals in the course of negotiation.

- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement pertaining to persons covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided for in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any full time benefit prior to its effective date.
- F. The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organizations for the duration of this Agreement.
- G. Either party shall have the right to caucus at any time.
- H. When an agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that agreement has been reached between the parties.
- I. When, in the view of either party, an impasse has been reached on any issue, that party may appeal to the Public Employment Relations Commission for the services of a mediator in accordance with Chapter 12 of Rules, Regulations, and Statement of Procedures of the New Jersey Public Employment Relations Commission.
- J. Meetings of the negotiating parties may be held in the Board Room of the Administration Building of Cumberland County College or an alternate location of mutual agreement. Provisions shall be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc.
- K. Each negotiating session shall be held between the hours of 4:30 p.m. and 10:00 p.m., and/or times of mutual agreement.
- L. Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the College pursuant to his or her rights under the Constitution and Laws of the State of New Jersey.

### **ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Pursuant to Public Laws of 1974, Chapter 123, of the State of New Jersey, the Board hereby agrees that all full time Association members (as herein defined) shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join and assist the Management Team Association herein recognized, or to refrain from such activities. Pursuant to such rights, the Management Team Association shall have the right to negotiate with the Board with respect to grievances and terms and conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any Association members rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Members of the Association shall have the right to attend meetings of the Association and its respective committees, except that classes or other regularly scheduled responsibilities may not be canceled by any member in order to attend such meetings. All meetings will be scheduled outside of the normal work day. No charge shall be made for the Associations' use of College facilities for such meetings. Any exceptions must have prior approval of the College President.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards in the staff lounge and the Association members' office complexes. The Association may use the College's available means of communication for its approved communications to all Association members.
- E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this contract and the general policy of the Board that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.
  - 1. The Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
  - 2. The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, long distance calls, shall be paid for by the Association. The Association will be billed at the current rate per copy for using the copying machine. A monthly statement will be forwarded to the Association based on the volume of work done during the month.
- F. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and which is without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- G. If a duly-authorized Association representative wishes to address the Board of Trustees on a matter pertaining to labor relations between the College and the Association, such representative will file a written request to address the Board of Trustees with the Board President at least five days prior to the scheduled Board meeting at which the representative wishes to appear.

- H. The Board and Association shall adhere to the Principles on Academic Freedom, as delineated in the faculty contract, for Association members who teach.
- I. Meeting Room - A room shall be made available to the Association for one hour per week, at an hour to be specified outside of the normal work day.
- J. Announcements of professional position vacancies, new positions, and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all Association members, via college Email and on the Jobs at CCC Web Page at the College's Web Site.
- K. All association members shall be given an equal and equitable opportunity when applying for any position. Association members shall be provided the same professional consideration that is extended to all external candidates when evaluating their years of experience for a position. (See attached Memorandum of Understanding indicating that an outside consultant will look at this process.)
- L. Personnel Files - The official personnel files for each Association member shall be maintained in the Office of Human Resources. Association members shall be permitted to inspect, copy from, or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the supervisor's office with a copy to the Office of Human Resources. Each Association member shall receive a copy of all annual evaluation materials upon request. Access to the personnel file will be facilitated by the Executive Director, Human Resources or a designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review. Materials contained in personnel files shall only be disclosed to authorized individuals, and written notification shall be made to the affected employee within three (3) working days.

#### **ARTICLE IV – BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby retains and reserves unto itself and its appointed management and administrative personnel without limitations, all powers, authorities, duties, and responsibilities conferred upon and vested in it by law and those commonly associated with its level of direction and control. These include, but without limiting the generality of the foregoing rights, the following:
  1. Full jurisdiction and authority over matters of policy.
  2. The executive management and administrative control of the College and its properties and the facilities of its employees.
  3. Hiring of all employees and, subject to the provisions of law and this Agreement, determining the qualifications and conditions for their continued employment or dismissal or duration.
  4. To promote and transfer all employees subject to the provisions of this Agreement.

5. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
  6. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
  7. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
  8. To take whatever actions the Board may deem necessary to carry out the mission of the College in any situation whatsoever to the extent provided by this Agreement.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws.
- C. Nothing in the Agreement, except as specifically referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures, nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

## **ARTICLE V - CONDITIONS OF EMPLOYMENT**

### **A. Probationary Period for New Employees**

1. All newly hired personnel covered by this agreement shall have a probation period of six (6) months, commencing on the first day of employment, to determine whether an employee satisfactorily performs the duties of his or her position.
2. During the probationary period, a minimum of two (2) evaluations shall be conducted of the employee by the designated supervisor. If necessary, the designated supervisor may choose to extend the probationary period up to 6 additional months if performance expectations have not been met, but a positive action plan must be in progress. If the probationary period is successfully completed, all time is credited toward seniority and longevity purposes.

An employee may be terminated for unsatisfactory performance at the end of the probationary period.

B. College Day/Work Week

1. The College day extends from 7:00 a.m. to 10:00 p.m. on Monday through Friday, and Saturday from 8:00 a.m. to 4:00 p.m. The normal work week for Association members shall be 35 hours over a five consecutive day period, typically 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding a one-hour lunch period daily. The College may modify the work week or establish a new work week provided it meets and confers with the Association a reasonable time prior to implementing same.
2. It is recognized that Association members are required to perform services which may be beyond that which would normally be accomplished within the usual work week. When An Association member is given an assignment outside of his or her normal job responsibilities or beyond that which would normally be accomplished within the usual work week, compensatory time shall be granted but must be pre-approved by the appropriate supervisor. The appropriate supervisor may grant "flex time" for extended duty requirements and/or adjunct faculty workshops and orientations in lieu of compensatory time.
3. Use of compensatory time will be arranged between the Association member and the appropriate supervisor and will be taken within 90 work days of the overtime worked.

C. Teaching

1. Qualified Association members shall be given the opportunity to teach available courses offered in keeping with the provisions of the faculty contract.
2. Association members teaching an overload, with supervisor's approval, shall be paid in accordance with the rate established in the faculty contract.
3. Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.
4. The Board will give full consideration to all qualified college personnel who wish to teach classes scheduled through the Professional and Community Education Division. These courses are generally offered in four modules throughout the calendar year. Instructional compensation will be solely determined by the Professional and Community Education Division based on, but not limited to, complexity of the course, qualifications of the instructor, and number of students. College personnel members must submit an application justifying their qualifications to the Professional and Community Education Division by July 1 of each academic year to be considered for appointment.

**D. Graduation**

Association members are encouraged to attend graduation exercises or support volunteer activities surrounding graduation. Some positions may require participation. Academic regalia, if required, shall be supplied and paid for by the Board.

**E. Development Days**

Association members will be required to attend up to six (6) days for advisement, orientation or development within the contract year.

**ARTICLE VI - MANAGEMENT TEAM BENEFITS**

**A. Sick Leave**

1. An Association member who is absent from duty because of personal illness is allowed sick time each year without deduction in pay on the following basis:

Twelve Month Employee - 15 working days sick leave per year.

2. Although sick leave may not be credited during a leave of absence, Association members do not lose accumulated sick leave while on leave of absence.
3. Association members may apply to use accrued sick leave to care for a family member up to three (3) consecutive days per occurrence. Family shall be interpreted to include father, mother, children, spouse, domestic partner (proof of cohabitation may be required), siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the Association member. After three (3) consecutive days, the Association member may apply for consideration to use time under NJFLA (New Jersey Family Leave Act).
4. Sick leave is accruable without limit. Association members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as severance pay under any of the following circumstances:
  - a. Death of the Association member (paid to Estate);
  - b. Retirement of the Association member;
  - c. Leaving the institution in good standing after 20 years of service prior to retirement.

The severance payment shall not exceed the maximum paid by Cumberland County (currently \$15,000) to its employees. If the County increases its maximum payment, the increase in the College's maximum will take effect in the fiscal year following the County's increase. This payment shall be paid in a lump sum at the effective date of retirement, death, or leaving the College in good standing after twenty (20) years of service prior to retirement. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of fifty percent (50%) of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement, death or leaving the College in good standing after twenty (20) years of service prior to retirement.

5. Donated Leave Program. Employees may participate in a Donated Leave Program. The terms and conditions of said program shall be equivalent to the existing policy established by the County of Cumberland.

B. Vacation for Twelve-Month Employees

1. Twelve-month employees shall have twenty (20) working days vacation per year, not including the regular employee holidays. Vacation requests must be approved by the supervisor. All reasonable attempts will be made by the supervisor to provide coverage and comply with the Association member's request.
2. A total of twenty-five (25) vacation days may be carried into the subsequent fiscal year. Vacation days beyond twenty-five (25) not used by the end of the fiscal year will be deducted from the Association member's accumulated balance.
3. Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i.e., the most senior employee in the dispute will have the first option).

C. Paid Holidays

Independence Day	Martin Luther King's Birthday
Labor Day	President's Day
Columbus Day	Good Friday
Thanksgiving Day	Easter Monday
Day after Thanksgiving	Memorial Day
Day before Christmas through New Year's Day 2014: Dec. 29, 30 & 31 2015: Dec. 29, 30 & 31 2016: Dec. 28, 29 & 30	

Any holiday that falls on a day other than a normal work day will be observed on a day scheduled by the College.

D. Bereavement

Leave not to exceed five (5) days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, spouse, domestic partner (proof of cohabitation may be required), siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the Association member. In the case of unique personal relationships, An Association member may request a maximum of three (3) days bereavement leave time.

E. Personal Leave

A maximum of five (5) personal days will be granted per year. A form must be completed and approved by the appropriate academic dean or supervisor. Personal days are official only after receipt of approval from the supervisor. All reasonable attempts will be made by the supervisor to provide coverage and comply with the Association member's request.

F. Leave of Absence .

1. Advanced Study Leave

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any Association member upon application for the purposes of advanced study if, in the opinion of the President and the Board, such study shall benefit the College as well as the individual. Upon application, such leave may be extended beyond the one year limit. All such conditions shall be clearly stated in the Leave Agreement.

2. Maternity Leave

The College agrees to comply with the guidelines established by the Equal Employment Opportunity Commission with regard to P.L. 95-555, which bans discrimination in employment on the basis of pregnancy, childbirth or related conditions. The provisions of the New Jersey Family Leave Act (*N.J.S.A. 34:11-B-1, et seq.*) and the federal Family and Medical Leave Act (*29 U.S. Code Sec. 601*) shall apply.

3. Military Leave

The College shall provide at least the minimum level of military leave required by law.

4. Family Leave

All provisions of the New Jersey Family Leave Act (*N.J.S.A. 34:11-B-1*, et seq.) and the federal Family and Medical Leave Act (*29 U.S. Code Sec. 601*) shall apply to Association members.

5. Sabbatical Leave

Sabbatical leave shall be granted by the Board subject to the following conditions:

- a. An Association member must have completed seven (7) years of continual service with the college since beginning service, or since their last sabbatical leave.
- b. The leave must be applied for at least one (1) year in advance where possible, i.e., Association member may apply in the seventh year, with the specific study or research purpose clearly stated in the application submitted to the Professional Development Council.
- c. Sabbatical leaves may be one-half (1/2) contract year or one (1) full contract year in duration. Employees on a one-half (1/2) contract year sabbatical shall receive their full regular pay for one-half (1/2) year. Employees on a full contract year sabbatical shall receive one-half (1/2) regular pay for a full year. Under no circumstances shall employees on sabbatical leave receive more than one-half (1/2) their annual salaries for the sabbatical year.
- d. Failure to follow the approved plan for sabbatical leave shall result in the Association member repaying the College for the salary and benefits received during the time of the leave.

6. Other Leave

- a. An Association member may apply for up to a six month leave without pay for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees.
- b. Applications for Personal Leave shall state the reason(s) for the leave. Denial of a request for Personal Leave shall not be subject to the Grievance Procedure of the Agreement.
- c. If the Association member desires to remain covered by the College's benefit and insurance programs, the Association member will reimburse the College for the Association member's fringe benefits while the leave is in effect. The reimbursement for such benefits may be accomplished by a payroll deduction plan implemented prior to the beginning of the leave.

- d. While on sabbatical or unpaid leave from the institution, the Association member is not entitled to accumulate sick leave or annual vacation leave, nor can time be charged against the Association member's accumulated sick leave or annual vacation leave.

G. Professional Meetings

1. Association members are encouraged to attend appropriate and worthwhile professional meetings.
2. To the extent possible, subject to the availability of funds as determined by the College, the College will assist in payment of expenses of attendance at professional meetings.
3. In the event that several Association members desire to attend the same meeting, any travel allowance shall be prorated among them or paid to the person(s) providing transportation, assuming five passengers to the car.
4. A written request to attend professional meetings shall be submitted to the appropriate supervisor at least two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The supervisor shall notify the Association member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.
5. When requested by the College to attend professional meetings for other college business, if the Association member uses his or her personal automobile the travel expense shall be reimbursed at the county rate per mile, plus tolls and parking.

H. Revenue Sharing – Year 3

The college agrees to share excess revenue with employees, in the form of a bonus, based on the sum of actual student tuition and fees, state appropriation, county appropriation, and other revenues as specified in the final budget adopted by the Board of Trustees and certified by the Board of School Estimate. The criterion for revenue sharing is as follows:

1. Employees must be employed by CCC on June 30, 2016
2. Employees hired after July 1, 2016 will receive a pro-rata share based on full months of employment
3. The bonus pay for full-time employees will not exceed \$1,000 per employee and will not be added onto base salary

## I. Insurance Programs

1. The Board shall provide for the Association member and eligible dependents the current New Jersey State Health Benefits Program or a plan at least equivalent to the New Jersey State Health Benefits Program. The Board shall provide for the Association member and eligible dependents the current New Jersey State Health Benefits Program, at no cost to the member other than contributions required by State law. Therefore, the current employee contribution per year for coverage shall be a minimum 1.5% of annual salary, or the Chapter 78 Year 4 rates (based on coverage selected and income), effective July 1, 2014, whichever is greater per individual. The contribution rate will hold for the entire contract period

Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Any contemplated change shall provide a plan at least equivalent to the current New Jersey State Health Benefits Program.

2. Dental Benefits (\$25 deductible). The Board shall provide to the Association member and eligible dependents, a three level dental plan from Horizon Blue Cross and Blue Shield of NJ or a plan at least equivalent to the aforementioned plan. Association members shall be free to join any level during the open enrollment period each year. The amount of contribution by the Board shall not exceed the cost of the base plan.

Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Any contemplated change shall provide a plan at least equivalent to the aforementioned plan.

3. Optical Benefits. The Board shall provide for the Association member and dependents, an optical program including eye examinations, eyeglasses, sunglasses and/or contact lenses prescribed by a licensed practitioner at a cost not to exceed \$350 per year per member. If the balance is not used at the end of the fiscal year, the amount may be carried for one (1) year for a total not to exceed \$700.
4. At no cost to the Association member, the Board shall provide for the Association member a group income protection plan at a cost not to exceed \$160 per year per member. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.
5. The Board shall provide for the Association member and eligible dependents a program of prescription reimbursement defined by the New Jersey State Health Benefits Program or a plan at least equivalent to the current New Jersey State Health Benefits Program.
6. Any dispute arising from a change in any plan described herein shall be subject to the grievance procedure. If arbitration is required, same shall not be advisory, but be binding upon the parties.

7. Any physical examinations and immunizations required by the Board shall be performed at its expense.

J. Tuition Remission for Family Members

1. Tuition, excluding fees, shall be waived for Association members, their spouses and dependent children, determined by the IRS Code, who are accepted for enrollment at the College, provided that the minimum enrollment of the course has been met. This does not apply to Summer Academy For Kids or Continuing Education Associations (CEUs) and courses offered by Professional and Community Education unless such courses are job-related and pre-approved by the appropriate Vice President or Executive Director. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.
2. In the event of the death of the Association member, the surviving spouse and dependent unmarried children up to the age of 23 shall continue to receive the tuition remission benefit for a period of eight years following the death. This benefit terminated, for the spouse, upon the remarriage of the spouse; however, the Association member's children shall continue to receive this benefit up to age 23.

K. Professional Development

1. Subject to the availability of funds as determined by the College, there shall be established an annual Professional Development Fund of Five Thousand dollars (\$5,000) to fund activities relating to the professional development of Association members. The maximum grant to an Association member shall be seven hundred dollars (\$700). The processing of professional development proposals shall be done by the Professional Development Council. Recommendations of the Council shall be forwarded to the President for final approval.

## **ARTICLE VII - SALARY PLACEMENT & SALARY INCREASES**

### **A. Salary Schedule**

The salary schedule for twelve (12) month employees for the 2014-2017 fiscal years shall be as follows: 2% Increase to minimum, maximum for years 1 and 2 and 3, up 2% each year.

Level	Title	Minimum 2014-15 to 2016-17	Maximum		
			Year 1	Year 2	Year 3
1	Vacant Title	\$21,508	\$35,698	\$36,412	\$37,140
2	Assistant Manager	\$24,275	\$42,896	\$43,754	\$44,629
3	Manager	\$28,425	\$50,237	\$51,242	\$52,267
4	Senior Manager Admin Specialist	\$32,514	\$57,289	\$58,435	\$59,604
5	Supervisor Admin Assistant Supervisor Admin Assistant Accountant Senior Supervisor Senior Admin Assistant	\$36,727	\$64,630	\$65,923	\$67,241
6	Senior Accountant Safety Supervisor Assistant to ~ Research Associate	\$40,878	72,115	\$73,557	\$75,028
7	Programmer/Analyst Tech Specialist	\$44,965	\$79,313	\$80,899	\$82,517

1. A list of all negotiable salaries signed by the parties hereto will be filed with the President and secretary of the Management Team Association. Salaries for twelve-(12) month employees will be paid from July 1 to June 30.
  - a. In the event an Association member is employed in a position that is less than a twelve- (12) month position, salary minimum and maximums shall be pro-rated accordingly along with vacation leave, sick leave and personal days (rounded to the nearest whole day).

2. Association members may be employed at a salary higher than the minimum salary for a level if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
3. A candidate is not automatically entitled to placement in the top level for which his/her academic and experience credits may make him/her eligible. The President may recommend employment at any level or below the top level for which the candidate's academic and experience credits may make him/her eligible.
4. The Board of Trustees may appoint any professional staff member to any level or salary, on the recommendation of the President.

B. Salary Increase

The salary increase for 2014-2015 shall be 2% (see attached revenue sharing Memorandum of Understanding for 2014-2015).

The salary increase for 2015-2016 shall be 2%.

The salary increase for 2016-2017 shall be 2%.

1. Association members who will reach the maximum salary for their level after receiving a portion of the annual increase shall receive only that portion of the increase that will allow them to reach the salary maximum.
2. In the event an Association member has not reached the minimum for their level after receiving the negotiated increase, the salary will be adjusted to the minimum.
3. The above stated salary increases will be paid to each Association member employed on June 30 of the prior fiscal year, provided the salary maxima stated in Section A of this Article are not exceeded.
4. All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (*N.J.S.A. 18A:29-14*).

5. Employees who have not been employed at the College for a full twelve (12) months prior to a scheduled salary increase will receive a prorated increase based on the number of months of service. The following schedules will be utilized to determine the amount of their prorated increase in base salary:

<u>12 Mo. Contracts Date of Hire</u>	<u>% of Annual Increase</u>	<u>12 Mo. Contracts Date of Hire</u>	<u>% of Annual Increase</u>
July or September *	100%	January or March	50.00%
August or October	91.67%	February or April	41.70%
September or November	83.34%	March or May	33.34%
October or December	75.00%	April or June	25.00%
November or January	66.67%	May or July	16.67%
December or February	58.34%	June or August	8.34%

\*May be hired on a July 1 to June 30 contract, or a September 1 to August 30 contract.

#### C. Reclassification

1. If an Association member's duties and scope of responsibilities are changed so that they assume additional responsibilities not specified in the original job description, said employee may request that the position be reviewed for reclassification. Criteria that may be utilized in determining reclassification include, but are not limited to:
  - a. Additional number of employees supervised;
  - b. Additional budget responsibilities;
  - c. Additional duties not in the original job description.
2. An Association member who believes that additional duties and responsibilities have been assigned may request a reclassification by forwarding a written request to the President's office by March 1 of each year. The request must include a recommendation from the appropriate Vice President or Executive Director.

A reclassification committee shall be appointed by the Executive Director, Human Resources to review all requests for reclassification and make a recommendation to the President.

The appropriate Vice President or Executive Director may also initiate the request for reclassification on behalf of the Association member.

3. The Association member shall be notified of the College's decision on the reclassification in writing within five (5) working days of the June Board of Trustees meeting immediately succeeding the March 1 application deadline. All reclassifications are effective July 1 immediately succeeding the March 1 application deadline.
4. The decision of the President regarding reclassification cannot be grieved under the provisions of the Grievance Clause of this Agreement (Article XI).
5. Upon reclassification, the Association member will receive the minimum salary at the next level. In the event that the Association member's salary is already at the minimum for the next level, the Association member shall receive the following reclassification adjustment, which shall be added to his or her base salary:

<u>Level</u>	<u>Reclassification Adjustment</u>
All	\$1,500

If the Association member receives less than the reclassification adjustment after receiving the adjustment to the minimum salary at the next level, they shall receive the adjustment to minimum at the next level plus the difference between the reclassification adjustment and the adjustment to minimum.

6. If at any point during the application process the reclassification committee feels the Association member would be better served by a promotion, the Association member shall be contacted and, upon mutual agreement, the Association member's application packet will be considered for promotion.

#### D. Promotions

1. Association Members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only and all promotions shall be made in accordance with personnel policies established by the Board of Trustees.
2. Stipend

The College shall pay a one thousand five hundred dollar (\$1,500) increase in salary to Association members who are awarded a promotion by the Board of Trustees.

3. Application Procedure
  - a. The initial responsibility for applying for advancement in rank rests with the individual administrator.

- b. Applications for advancement in rank must be accompanied by documentation that the applicant meets the requirements of the next rank and that the applicant fulfills the criteria for promotion.
- c. Applications for promotion shall be submitted to the President's Office by March 1 of any year in which promotions will be granted for the following contract year. If there are no promotions to be given for a particular year, no applications will be accepted. The President will notify Association members by February 1 if no promotions are available for the following contract year. Recommendations will be taken to the Board of Trustees at the regular May meeting. Notification to Association members will be postmarked within five (5) business days following the regular May Board of Trustees meeting.
- d. Memorandum of Understanding (attached) shall establish criteria for promotion.

## **ARTICLE VIII – EMPLOYEE DEVELOPMENT**

### **A. Tuition Reimbursement**

Well aware that a measure of intellectual vitality is the extent to which Association members are continuing their professional growth by pursuing additional study, the Board of Trustees, upon the recommendation of the President, will reimburse full-time Association members currently in the service of the College for approved tuition reimbursement provided the following conditions are complied with:

- 1. Prior to enrollment in the course, the Association member will obtain approval of the President. The President will approve only those courses which are job related.
- 2. Prior to enrollment in a degree program, the Association member will obtain approval of the President. Once the President has approved a degree program, the Association member will not be required to obtain approval for each course in that program; however, the Association member will be required to inform the President, each semester, of the courses taken toward the approved degree program.
- 3. Upon successful completion of the approved course - "with credit" or a mark of "B" where letter grades are assigned - official evidence of grade report will be transmitted to the Office of the President of the College by the registrar of the college or university in which the course is taken. Upon receipt of the official grade report, the President will authorize reimbursement for the course at the lesser of the actual cost or up to the maximum annual limit amount per year listed below:

2014-2015: \$5,000 2015-2016: \$5,000 2016-2017: \$5,000

The lifetime maximum payable under the above reimbursement for additional study shall be 30 credits. Any credit hours for which the unit member was compensated prior to July 1, 2014, shall not be included in determining the 30 credit maximum payable under the above compensation.

- a. Upon receipt of the official grade report, the President will have fifteen (15) working days to authorize reimbursement for the course as outlined in VII.A.3 above.
  - b. Upon the President's authorization for reimbursement, the College will have fifteen (15) working days to reimburse the Association member.
4. Association members may receive additional reimbursement as an advance of up to \$15,000 subject to 1, 2, and 3 above. Future year's annual limit can be applied to this advance or taken as reimbursement subject to 1, 2, and 3 above. If employment is terminated for any reason and an Association member has an outstanding advance balance, such balance becomes immediately payable to the College. However, if termination of employment is at no fault of the Association member, i.e., elimination of a position due to reorganization or layoffs due to budgetary constraints, the Association member will not be responsible for paying back the remaining advance balance that would otherwise be due. At no time can the total advanced amount to any member exceed \$15,000.
5. Association members shall receive a twenty (20%) tuition refund on enrollment in on-campus courses offered through the University Partner Program. Successful completion as defined in 1.b. above applies. This reimbursement will not affect the annual tuition reimbursement of \$5,000.

B. Compensation for Educational Attainment

Compensation will be provided for Association members who earn a related and approved degree or certification above the minimum required for their position during their employment at Cumberland County College. Association members will obtain the approval of the President. The President will approve only those degrees or certifications which are job-related.

1. \$500 for an Associate's Degree, and
2. \$750 for a Bachelor's Degree, and
3. \$1,000 for a Master's Degree, CPA, PE or for a specialty certification generally considered equivalent to a Master's degree in effort, requiring approximately 450 hours of preparation and instruction, and
4. \$2,000 for an earned doctorate.

Such amounts will be added to the base salary, to take effect 30 days after degree is granted and after any percentage changes.

## **ARTICLE IX - ASSOCIATION MEMBER EVALUATION**

Every Management Team Association member shall be evaluated at least once each year by their immediate supervisor. This formal evaluation process shall be designed to assist the Association member to improve his or her performance, and shall be based on the responsibilities and duties of the Association member as identified in the appropriate job description. The final results of the evaluation process shall be reviewed with the Association member in a conference. If the association member so desires, he or she may respond to the evaluation in writing. The original evaluation, as well as the response, will be maintained in the supervisor's office.

A portion of the evaluation process may include a self-evaluation which requires the Association member to express his or her goals and objectives for a semester or year in writing in advance and, based on these, to summarize the achievements at the end of the stated period of time.

## **ARTICLE X - REDUCTION IN PROFESSIONAL STAFF**

In the event that a reduction in staff becomes necessary, the order of dismissal of Association members shall be on the basis of reverse seniority with regard to the number of years employed by the College. The College will comply with all reduction in force requirements contained in the current New Jersey Administrative Code provisions pertaining to County Colleges.

## **ARTICLE XI - INDIVIDUAL ANNUAL CONTRACTS**

Individual annual contracts stipulating title, salary and salary payment schedules will be given in writing and postmarked within five (5) business days following the March Board of Trustees meeting. When the Board of Trustees does not intend to reappoint An Association member, notice of non-reappointment will be given in writing and postmarked within five (5) business days following the February Board of Trustees meeting for all Association members. This does not include notice to grant-funded individuals. They can be noticed at any time during the academic year and their individual annual contract controls. Bumping rights do not apply to grant-funded individuals.

New Association members starting their first year in a position after July 31 are exempt from the reappointment and non-reappointment notifications and dates stated above. New Association members starting between August 1 and November 30 will receive reappointment or non-reappointment notification for the following year by June 1. New Association members starting after November 30 will receive a reappointment or non-reappointment notification for the following year within six (6) months of their starting date. This exemption applies only during the Association member's first year of employment.

Said contracts are to be signed by the Association member and returned to the President's office no later than April 15.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **A. Purpose**

A grievance procedure is established to provide an orderly and sequential process whereby Association members are able to grieve the interpretation, application, or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

### **B. Definitions**

1. **College, Board, or Employer:** Cumberland County College Board of Trustees and its authorized representatives.
2. **Employee:** Any individual in the bargaining Association recognized in Article I.
3. **Complaint:** An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in Step I.
4. **Grievance:** A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. **Immediate Supervisor:** The person to whom a grieved employee is directly responsible under the table of organization prevailing at the College.
6. **Association:** Management Team Association of Cumberland County College.
7. **Working Day(s):** Any day that the College is in session during the fall, winter, spring or summer terms or intersession. Excluded are official College holidays, vacation days and weekends.
8. **Grievant:** Person filing a complaint or grievance.

### **C. Exclusions**

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.

2. Instances in which an employee granted tenure has had charges brought against them pursuant to the Tenured Employees Hearing Act (N.J.S.A. 18A:6-10, et seq).
3. Decisions of the president in exercising discretion concerning a request for any leave.
4. Decision of the President regarding position reclassification and promotion.
5. Any other matter herein expressly made non-grievable.

D. Procedures

1. Discussion with Supervisor - Step I
  - a. The complaint shall be discussed with the Supervisor within five (5) working days after the occurrence or knowledge of the occurrence.
  - b. If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, the employee has five (5) working days in which to present the complaint in writing to the supervisor requesting an informal meeting. Failure to act in presenting the written complaint and requesting the meeting within five (5) working days shall be deemed to constitute abandonment of the complaint.
2. Informal Meeting - Step II

After receipt of the complaint in writing, the supervisor must call a meeting to discuss the complaint within ten (10) working days. Those present at the meeting shall be:

- a. Employee filing the complaint
- b. Immediate supervisor
- c. Senior Staff member (other than immediate supervisor)
- d. Association representative
- e. Executive Director, Human Resources

The College shall select an appropriate representative who shall chair the grievance meeting. This representative shall not be the person whom the grieved Association member has charged with an alleged violation.

The immediate supervisor has five (5) working days to respond in writing to the complaint after the close of the informal meeting.

If the employee (grievant) is dissatisfied with the decision after the informal meeting, they have five (5) working days to file an appeal and begin the formal grievance process. This appeal should be in writing to the President.

**3. President - Step III**

If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file a grievance in writing with the President of the College within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

**4. The Board of Trustees - Step IV**

- a. If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step III or if no decision has been rendered by the President within ten (10) working days of his receipt of the grievance, the aggrieved person(s) may file a grievance in writing with the Secretary of the Board of Trustees of the College within five (5) working days after the decision at Step III. The appeal will be heard at the next regularly-scheduled Board meeting, provided the Board has at least five (5) working days to study the material. This means that the Trustees shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
- b. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Trustees of his/her representative's by name at least forty-eight (48) hours prior to the hearing.
- c. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

**5. Advisory Arbitration - Step V**

The grievant may request submission of the grievance to an impartial arbitrator to the New Jersey Public Employment Relations Commission in accordance with its Rules and Procedures. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and Board, except under the circumstances described in Section E-10 of this Article. The Board of Trustees shall accept or reject the arbitrator's decision at the next regularly-scheduled Board meeting.

## E. General Provisions

1. The number of days indicated at each step of this grievance procedures shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.
2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the Association as a whole, the grievance may be processed as a grievance of the Association.
4. Parties named in the grievance, and faculty or administrators believed to possess information pertinent to the grievance, may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information concerned with the processing of a grievance.
6. No reprisals shall be taken against any Association member for initiating or participating in any grievance.
7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the president of the Management Team Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
9. In the processing of a grievance, any party shall have the right to designate a representative to appear with them. Such representative must be identified to all parties to the grievance before any meeting in which they will participate.

10. In the event a complaint or grievance proceeds to advisory arbitration solely because of the College's failure to respond in a timely manner to the complaint or grievance at Step I, Step II, Step III and Step IV of the grievance procedure, the College shall bear the full cost of the arbitrator's fee.
11. No member of the Association shall be discharged, disciplined, reprimanded, or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of their professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

### **ARTICLE XIII - MISCELLANEOUS**

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all Management Team Association members now employed or hereafter employed by the Board for the duration of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.
- C. Except as herein provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any benefits existing prior to the effective date of this Agreement.
- D. This Agreement shall be subject to ratification by the members of the Association, and by members of the Board of Trustees.
- E. Notices

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

1. In the case of an Association member, if sent by mail to their last reported residential address registered in the Business Office;
2. In the case of the Board, if sent by certified mail to the Board of Trustees, Cumberland County College, P.O. Box 1500, Vineland, New Jersey, 08362-1500; and,
3. In all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

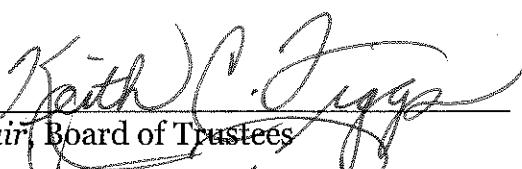
4. Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

#### **ARTICLE XIV - DURATION OF AGREEMENT**

This Agreement shall become effective on the 1st day of July 2014, and shall continue in effect until the 30th day of June, 2017.

IN WITNESS WHEREOF, The Cumberland County College Management Team Association has caused the Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

CUMBERLAND COUNTY COLLEGE

  
\_\_\_\_\_  
Chair, Board of Trustees

  
\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Date

MANAGEMENT TEAM ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE

  
\_\_\_\_\_  
President, Management Team Association

  
\_\_\_\_\_  
Secretary, Management Team Association

\_\_\_\_\_  
4/22/14  
\_\_\_\_\_  
Date